

Bill of Sale,
including Terms and Conditions
and a Clarificatory Addendum,

for

Lemonade Performance

a Work of Art

by

Mister Shane

I. Bill of Sale

Mister Shane (the “Artist,” whose myriad accomplishments are discussed in detail in the Addendum below), in exchange for one thousand U.S. dollars (the “Profits,” the use of which is described in the Addendum below), the receipt of which is acknowledged, does hereby sell ***Lemonade Performance*** (the “Work of Art,” the intrinsic value of which is described in the Addendum below) to _____ (the “Buyer”), including the rights to exhibit and resell the Work of Art (subject to the limitations outlined in the Terms and Conditions below).

I, the Artist, do sell the Work of Art to the Buyer for one thousand U.S. dollars and certify that all of the information provided in this Bill of Sale, and in the attached Terms and Conditions and Addendum, is true and accurate to the best of my knowledge. I furthermore agree to respect and abide by the terms, conditions, and stipulations outlined in this document to the fullest extent permitted by law.

I, the Buyer, acknowledge the receipt of this Bill of Sale and understand that the Sale of the Work of Art is “final,” insofar as I cannot receive a refund for the Work of Art, nor make adjustment whatsoever to the Terms and Conditions outlined below, after signing this Bill of Sale. I furthermore agree to respect and abide by the terms, conditions, and stipulations outlined in this document to the fullest extent permitted by law.

Artist’s Signature

Buyer’s Signature

Date

Date

II. Terms and Conditions

A. The Performance of the Work of Art

In order to preserve the conceptual integrity of the Work of the Art, the Artist specifies that the Work of Art may not be exhibited, displayed, or otherwise shared with anyone other than the Buyer, up to and including the Buyer's closest and most cherished friends and immediate family members, unless the following terms and conditions are met:

1. The only way to exhibit, display, or otherwise share the Work of Art is to perform the Work of Art (through a process referred to hereafter as the "Performance") according to the Artist's specifications. These specifications are as follows:
 - a. The Work of Art here described is a work of performance art that may only be performed by the current owner of the Work of Art (referred to henceforth as the "Performer").¹
 - b. During the Performance, the Performer must attempt to sell a glass of lemonade for one thousand U.S. dollars (\$1000).
 - c. The Performer may employ any technique of verbal or visual persuasion permissible by law in order to sell the glass of lemonade.
 - d. The Performer must perform the Work of Art in public, and must sell the glass of lemonade to a complete stranger (i.e., someone with whom the Performer has never had any type of communication, whether verbal, non-verbal, visual, digital, or implied).
 - e. There are no limitations on the location of the Performance, so long as it occurs in public. However, the Artist kindly requests that, if at all possible, the Performance take place in the financial district of a major city.
 - f. While there are no limitations on the type of clothing that the Performer can wear during the Performance, the Artist kindly requests that the Performer wear informal attire, otherwise known as international business attire (i.e., the type of

¹ The original Performer of the Work of Art was the Artist, Mister Shane. However, upon the Sale of the Work of Art, the rights to the Performance of the Work of Art are fully transferred to the Buyer of the Work of Art. From the moment of the Sale of the Work of Art onward, the only individual permitted to perform the Work of Art is the Buyer.

clothing that a business professional working in the financial district of a major city is likely to wear).

- g. Though it is not required, the Artist kindly requests that the Performer watch “Meet the Billionaire,” the first episode of the first season of businessman Donald J. Trump’s hit television show, *The Apprentice*, prior to the commencement of the Performance.
 - h. Should the Performer successfully sell the glass of lemonade for \$1000, he or she must also sell the Work of Art itself.²
2. Upon the sale of the glass of lemonade (and therefore, as footnote 2 explains, the Sale of the Work of Art itself), the Performance concludes. The individual who has successfully performed the Work of Art forfeits all rights and privileges related to the Ownership and Performance of the Work of Art, and fully acknowledges that he or she can claim no relation to the Work of Art (excepting the nominal relation of former Owner and former Performer), nor to the Artist or any future Owners, Performers, or Buyers of the Work of Art, at any later date.

B. *The Reselling of the Work of Art*

1. There may only be one Owner of the Work of Art at any given time.

² The sale of the glass of lemonade and the Sale of the Work of Art are effectively one in the same; the Performer shall sell both the glass of lemonade and the Work of Art itself at the same time for \$1000 total. However, for the purposes of this legal document, and pursuant to New York City’s street vending regulations (which restrict the unlicensed sale of food or drink, but allow for the sale of works of art and other protected “First Amendment” items, such as books and newspapers, without a license), the sale of the glass of lemonade shall technically be encompassed in the Sale of the Work of Art. That is, the Performer is technically selling the Work of Art (i.e., the Performance itself), not the glass of lemonade, although the sale of the glass of lemonade is the intended and inevitable result of the Sale of the Work of Art. The Sale of the Work of Art should be finalized with a Bill of Sale whose format and content should exactly mirror the present Bill of Sale. Should the Performer require any assistance whatsoever in properly preparing the Bill of Sale, he or she may contact Mister Shane at mistershanemgmt@gmail.com.

Though it is not required, if the Performer so wishes, he or she may choose to incorporate this technical aspect of the Work of Art into the Performance itself. In fact, it may be easier to sell the *Lemonade Performance* for \$1000 than it is to sell the glass of lemonade itself for the same price. To this end, the Artist recommends that the Performer make reference to the Addendum to this document (section III below), which describes the achievements of the Artist and the intrinsic significance of the Work of Art at great length, information which may prove useful in the Performer’s attempt to sell the Performance for \$1000.

2. Should the Owner of the Work of Art wish to sell the Work of Art, the Owner may only do so through the Performance of the Work of Art, culminating in the Sale of the Work of Art (as described in the above text and footnote 2). The process of reselling the Work of Art is identical to, and in fact one and the same with, the process of performing the Work of Art itself.³
3. Upon the conclusion of the Sale/Performance of the Work of Art (described in II.A.2. above), the Buyer of the Work of Art immediately becomes the new Owner of the Work of Art. The former Owner and Performer—that is, the individual who successfully performed and sold the Work of Art—no longer bears any relation whatsoever to the Work of Art (excepting the nominal relation of former Owner and former Performer), nor to the Artist or any future Owners, Performers, or Buyers of the Work of Art.

C. Relation of the Bill of Sale to the Work of Art

1. The Work of Art does not include, either in part or in full, the Bill of Sale (with attached Terms and Conditions and Addendum). The Work of Art is the performance of the sale of glass of the lemonade, while the Bill of Sale merely facilitates the explanation and eventual sale of the Work of Art.
2. The Buyer, upon his or her purchase of the Work of Art, will receive a complete copy of the Bill of Sale (with attached Terms and Conditions and Addendum), which he or she may choose to retain in perpetuity. Though this copy of the Bill of Sale is a component of the Sale of the Work of Art, the document itself does not constitute any portion of the Work of Art whatsoever.
3. The Bill of Sale, however, may function as a separate and unique work of art itself. The Artist retains unlimited rights to the future sharing, publishing, exhibition, and sale of the Bill of the Sale as a distinct work of art. Similarly, any copies of the Bill of Sale may also function as independent works of art themselves. The Buyer of the Work of Art retains unlimited rights to the future sharing, publishing, exhibition, and sale of his or her copy of the Bill of the Sale. Though both the original Bill of Sale and the Buyer's copy of the

³ In fact, the beginning of the Performance should be regarded as the moment the Owner decides to sell the Work of Art—in other words, the moment the Owner becomes the Performer.

Bill of Sale may function as autonomous works of art, the Buyer must always clarify that his or her copy of the Bill of Sale is not the original Bill of Sale, but merely an exact reproduction, and thus, in accordance with the reasoning laid out in Section B of the Addendum below, of dubious value as a work of art itself.

D. Ownership of the Video Documentation of the Work of Art, and Relation of the Video Documentation of the Work of Art to the Work of Art Itself

1. During the Performance, the Artist will produce extensive Video Documentation of the Work of Art, up to and including the Sale of the Work of Art. This Video Documentation should be regarded as a separate, unique work of art. Though it is acknowledged that the Video Documentation is indexically related to the original Work of Art, there is no legal relationship between the Video Documentation of the Work of the Art and the Work of Art itself; the two should be regarded as independent, distinct works of art.
2. To this end, the Artist retains in perpetuity unlimited rights to the use, modification, exhibition, and sale of the Video Documentation of the Work of Art. The Buyer does not own, in part or in full, the Video Documentation of the Work of Art, and forfeits all claims on profits that may be made from eventual sales of the Video Documentation of the Work of Art.

III. Addendum

A. The Artist

Mister Shane is a collaborative multimedia experimental art partnership comprised of Sean Delanty and Kevin Roark Jr. Mister Shane's works include *Content: Volume One*, a collection of audio-visual web portals; *Shane's Tweet Heaven*, an interactive web-based experience based on one's personal Twitter account; *Second Shane*, a sprawling, interactive online universe that hosts various multimedia artworks; *Dog Years*, an aggressive experimental music album released by Mister Shane as his Dog Shadow moniker; *At Sea*, a full-length musical album constructed from sound recordings Mister Shane made on a five-day Carnival cruise; *Woody*, an ongoing series of performances, all of which incorporate plaster masks featuring the face of acclaimed actor Woody Harrelson; *Mister Shane's Thought Blog*, a blog that explores Mister Shane's ideas about contemporary culture; and *These Are The 50 Facts You Didn't Know About Stranger Things*, a 10-minute-long video dedicated to Netflix original series *Stranger Things* (created by acclaimed filmmakers Matt and Ross Duffer, known professionally as the Duffer Brothers). Mister Shane's artworks have been featuring in leading online art and culture publications, including *DIS Magazine*, *The Creators Project*, *Artspace*, and *Tiny Mix Tapes*. Mister Shane has performed at high-profile venues in New York City and beyond, including the legendary experimental music space Red Light District in Far Rockaway, Queens; Hi Fi Snock Uptown, an event series at Columbia University highlighting underground music and art; in alternative-lifestyle focused co-op *Greenborough* at an event curated by the extraordinary collective *Rare Candy*; JJ's Place, one of the most beloved dining halls on Columbia University's campus; and the *Carnival Elation*, a *Fantasy*-class cruise ship owned and operated by Carnival Cruise Line. Kevin Roark Jr's personal and collaborative artworks have been highlighted by a number of major publications, including *Vice's Motherboard*, *The Telegraph*, *The Daily Dot*, *Kill Screen*, *NewHive*, and *Hello Christian*; he recently exhibited work at the infamous DIY gallery Babycastles in NYC's Union Square, and has participated in multiple group shows with Columbia University's Postcrypt Art Gallery. Sean Delanty's music has been featured in the *Columbia Spectator*, and his photographs have appeared in the *The Eye* and were exhibited in the spring 2015 and fall 2015 Columbia University Visual Arts exhibitions. Sean has

curated several group art exhibitions, including the hugely successful *Hogan Gala* in Columbia University's Hogan Hall and the *HDS Vol. 1 Showcase* (co-curated with Kevin Roark Jr) at the short-lived but well-regarded Brooklyn experimental venue 12 Judge St., and has organized numerous high-profile musical events, including noteworthy concerts at Barnard College's WBAR Radio, large-scale parties at the Alpha Delta Phi Society, and After, an event series that greatly expanded the presence of underground dance music in the Morningside Heights neighborhood of Manhattan.

B. *The Work of Art*

Even the most perfect reproduction of a work of art is lacking in one element: its presence in time and space, its unique existence at the place where it happens to be... One might subsume the eliminated element in the term "aura" and go on to say: that which withers in the age of mechanical reproduction is the aura of the work of art.⁴

Lemonade Performance is intrinsically valuable in its irreproducibility. In a contemporary world defined by mass digital distribution and cultural overproduction—where copies are cheaper than a "dime a dozen," mechanical reproduction itself seems outmoded and sluggish, art for the walls of your apartment comes straight from *Amazon.com*, and the exercise drawer of your plastic dresser is overstuffed with freely distributed, freshly printed graphic t-shirts—true value comes only from something's rarity, from its exclusivity—from its aura. Man values that which separates him from his brother—that which his brother cannot have and cannot touch.

In the Middle Ages, and even for much of the Renaissance, the artist was no more than a craftsman, and the value of a work of art was directly related to the quality of the raw materials from which it was made. What made raw material like gold valuable was its relative scarcity—the fact that most people were unable to acquire it. However, over the course of the

⁴ Walter Benjamin, "The Work of Art in the Age of Mechanical Reproduction," ed. Hannah Arendt, trans. Harry Zohn (New York: Schocken Books, 1969).

Renaissance, the rising merchant-class began to understand that any fool could happen upon a pot of gold, or fall into his father's lucky business—in other words, that the mere accumulation of material wealth did not correspond with higher levels of achievement or worth. These new elites realized that true value and worth came not from material itself, but from what material could make. One could separate himself by his ability to recognize human works of creation as valuable in their own right, valuable in their beauty and valuable in their meaning—but most importantly, valuable in their absolute uniqueness. An ounce of gold is an ounce of gold, no matter the hand which holds it. An authentic work of art is, quite literally, one of a kind.

This argument has only become stronger with the passage of time. When contemporary technological inventions are able to reproduce all perceptible traits of once-valuable physical materials with near-perfection, and when our world craves fool's gold even more than gold itself, it is truly only the ephemeral, the fleeting, the irreplaceable and non-negotiably irreproducible work of intangible art that holds any value.

Countless recent happenings across the world support this truth. In November of 2015, noted pharmaceutical financier Martin Shkreli purchased *Once Upon a Time in Shaolin*, a vinyl album made by the legendary rap group Wu-Tang Clan, for \$2,000,000. *Once Upon a Time in Shaolin* is remarkable in its rarity: the copy sold to Shkreli is the only copy, physical or digital, of the album to have ever been created. Shkreli was not purchasing the music itself, *per se*, but the right to have and hoard the music for himself alone—the right to keep a work of art out of the hands of any other person. When asked why he would pay so much for what was “just an album” and why it mattered that other fans could not hear it, Shkreli explained that the “point is, I wanted to show respect for art.”⁵ The value of that album—and, by analogy, the value of Mister Shane's *Lemonade Performance*—is abundantly clear. Another clarifying example: at least 10 works of art were sold for over \$50,000,000 in 2015,⁶ but none of these works of art were digital images, videos, or photographs, the artistic media most conducive to limitless reproduction. Rather, these works were discrete, physical objects—unique, authentic, and, most crucially,

⁵ Martin Shkreli, “Martin Shkreli reveals why he bought the \$2 million Wu-Tang Clan album,” Business Insider, <http://www.businessinsider.com/martin-shkreli-explains-why-he-bought-the-wu-tang-clan-album-2016-2>.

⁶ <https://www.artsy.net/article/artsy-editorial-the-10-most-expensive-artworks-of-2015>

irreproducible works of art. Mister Shane's *Lemonade Performance* is a singular, inimitable work of art. As a work of performance art occasionally enacted in the real world, and thus intrinsically temporal, ephemeral, and ungraspable, *Lemonade Performance* is in fact even more unique and irreproducible than any of the 10 most expensive artworks of 2015.

Things are only valuable in their scarcity; the scarcest things are the most valuable. As anyone would agree, the greatest art is the most valuable. Given the relation between value and scarcity, it is an indisputable fact that the greatest art is the scarcest art. As this document has outlined, Mister Shane's *Lemonade Performance* is, by its very structure, a singular, unique, and scarce work of art. For this reason, it is beyond question that *Lemonade Performance* is a great and valuable work of art.

C. *The Profits*

As specified in the above Bill of Sale, the price of the Work of Art is one thousand U.S. dollars (\$1000). This is true for the original sale of the Work of Art (to which the current document pertains), in addition to any future sales of the Work of Art in the secondary market. The Work of Art can never be sold for any amount other than \$1000.

Mister Shane will evenly split the profits earned in the original sale of the Work of Art between its two constituent members, Sean Delanty and Kevin Roark Jr. The \$1000 from the sale, less n where n is equal to the cost of the production of the work (including but not limited to the cost of the materials to make the lemonade, the cost of the glass to contain the lemonade, and the cost to print this document), will be divided by 2 to reach x , the share of the profit that each partner in Mister Shane is entitled to keep.

Kevin Roark Jr will use his share of the profits ($\$x$) to:

1. Purchase supplies and equipment related to the production of future works of art, including but not limited to:
 - a. A Monoprice bottom-heated large-build-volume 3D printer (\$300)
 - b. New acrylic paints (\$30)
2. Pay for personal living expenses with the remaining $\$(x - 330)$, including but not limited to:

- a. Rent (less than \$1,000)
- b. Food and drink
- c. Clothing

Sean Delanty will apply his share of the profits (\$x) to personal living expenses, including but not limited to:

- 1. Rent and utilities
- 2. Food and drink
- 3. Clothing
- 4. Student loan and credit card debt repayment

There are no limits whatsoever on the way that future Sellers of the Work of the Art may use the Profits gained from the Sale of the Work of Art.